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RECENT CASES.

SALES.

Vendor and Purchaser—Contract—Interpretation.—*Stewart v. Arendt*, 37 N. Y. Supp. 684. When in a contract there is a statement that the consideration for a sale of lands is a certain sum of money, and later from definite and particular terms showing the method of payment it appears that the consideration was a greater sum, the latter statement will prevail.

Sales—Action for Deceit—Principal and Agent.—*West Florida Land Co. v. Studebaker*, 19 Southern Reporter, 176 (Fla.). This was an action for fraud and deceit in the sale of lands. The court held that an action at law could be maintained for fraud of this sort, that principals are liable *civiliter* to third parties for the deceit of their agents when committed in the course of the principals' business, and that proof of other frauds of the same character committed by the same parties at approximately the same time was admissible to show the motive for the fraud in question.

Sale by Sample—Evidence—Value of Goods.—*Eiseman et al. v. Heine et al.*, 37 N. Y. Sup. 861. In an action for breach of contract of sale, the acknowledgment of agent that an order was received and that an attempt was made on his part to fill it will be admitted as evidence to show existence of contract. When the sale was made by sample the injured party will be allowed to estimate his loss by showing value of goods, according to quality claimed by him to be represented by the sample.

Sale—Written Notice by Vendee—Warranty.—*J. F. Seibling & Co., v. Newton*, 43 N. E. Rep. 151 (Ind.). In an action for the price of a machine sold with warranty on a contract requiring immediate written notice to vendor if the terms of warranty were not satisfied, it was held that as the plaintiffs' agent was present at the trial of the machine and, failing to make it do good work, told the vendee to return it, the written notice was waived.

Sale—When Title Passes—Attachment.—*Gates Iron Works v. Cohen*, 43 Pac. Rep. 667 (Col.). Plaintiff agreed to furnish a concentrating mill to defendant who promised to pay for it if on being tested it proved capable of doing the required work. The mill was erected on a foundation of solid masonry upon defendant's